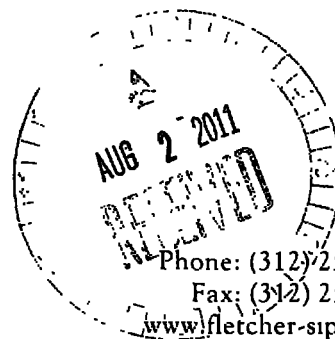


FLETCHER & SIPPEL LLC

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THOMAS J. LITWILER
(312) 252-1508
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August 1, 2011

VIA FEDERAL EXPRESS

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20024

Re: **Finance Docket No. 35537**
Genesee & Wyoming Inc. -- Control Exemption --
Arizona Eastern Railway Company

230752

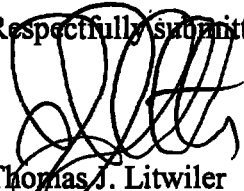
Dear Ms. Brown:

Enclosed for filing in the above-captioned proceeding are an original and ten copies of a **Motion for Protective Order of Genesee & Wyoming Inc.**, dated August 1, 2011. A compact disk containing the text of the proposed protective order in Word 2003 format is attached.

One extra copy of this transmittal letter and of the Motion also are enclosed. I would request that you date-stamp those copies to show receipt of this filing and return them to me in the provided envelope.

If you have any questions regarding this filing, please feel free to contact me. Thank you for your assistance on this matter. Kind regards.

Respectfully submitted,


Thomas J. Litwiler
Attorney for Genesee & Wyoming Inc.

ENTERED
Office of Proceedings

AUG 02 2011

Part of
Public Record

TJL:tl

Enclosures

ORIGINAL



BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35537

GENESEE & WYOMING INC.
-- CONTROL EXEMPTION --
ARIZONA EASTERN RAILWAY COMPANY

**MOTION FOR PROTECTIVE ORDER OF
GENESEE & WYOMING INC.**

Janet H. Gilbert
Thomas J. Litwiler
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832
(312) 252-1500

**ATTORNEYS FOR
GENESEE & WYOMING INC.**

Dated: August 1, 2011

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35537

GENESEE & WYOMING INC.
-- CONTROL EXEMPTION --
ARIZONA EASTERN RAILWAY COMPANY

**MOTION FOR PROTECTIVE ORDER OF
GENESEE & WYOMING INC.**

Pursuant to 49 C.F.R. § 1104.14(b), Genesee & Wyoming Inc. ("GWI") hereby requests that the Board issue a protective order allowing GWI to file under seal the executed, unredacted Stock Purchase Agreement dated as of August 1, 2011 between GWI and Arizona Eastern Railway Company ("AZER"), Permian Basin Railways, Inc. ("Permian Basin") and Iowa Pacific Holdings, LLC ("IPH") which is the subject of this proceeding.

GWI is filing concurrently herewith a notice of exemption pursuant to 49 C.F.R. § 1180.2(d)(2) for GWI's acquisition of control of AZER, a Class III rail carrier and a wholly-owned direct subsidiary of Permian Basin and indirect subsidiary of IPH. GWI has attached a redacted version of the Stock Purchase Agreement as Exhibit 2 to its notice of exemption pursuant to 49 C.F.R. § 1180.6(a)(7)(ii) and has filed the unredacted agreement under seal, subject to this request for a protective order. The Stock Purchase Agreement has been the subject of extensive private negotiations between the parties, and contains commercially sensitive and confidential information the public release of which could cause competitive or other injury to GWI and/or Permian Basin and IPH. Public disclosure of the unredacted agreement also is not necessary for the consideration or disposition of GWI's notice of exemption.

GWl thus requests that the Board accept the unredacted Stock Purchase Agreement for filing under seal and adopt the proposed protective order contained in the appendix hereto to govern access to the unredacted agreement. This approach is consistent with that taken by the Board in prior similar circumstances. See, e.g., Michael Williams -- Control Exemption -- St. Maries River Railroad, Inc., Finance Docket No. 35365 (STB served April 28, 2010); Genesee & Wyoming, Inc. -- Control Exemption -- Columbus and Greenville Railway Company, et al., Finance Docket No. 35139 (STB served May 13, 2008); Progressive Rail, Inc. -- Acquisition of Control Exemption -- Central Midland Railway Company, Finance Docket No. 35051 (STB served July 6, 2007).

WHEREFORE, GWl respectfully requests that the Board adopt the protective order contained in the appendix hereto.

Respectfully submitted,

By: 

Janet H. Gilbert
Thomas J. Litwiler
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832
(312) 252-1500

**ATTORNEYS FOR
GENESEE & WYOMING INC.**

Dated: August 1, 2011

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, "Confidential Information" means the unredacted Stock Purchase Agreement between Genesee & Wyoming Inc. ("GWI") and Arizona Eastern Railway Company, Permian Basin Railways, Inc. and Iowa Pacific Holdings, LLC filed under seal on August 2, 2011 in STB Finance Docket No. 35537.

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to GWI of the attached Undertaking. Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial or other competitive purpose.

3. Confidential Information shall not be disclosed in any way or to any person without the written consent of GWI or an order of the Board, and then solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.

4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on GWI, at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom.

5. If the Board retains the Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use Confidential Information at hearings or otherwise in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any filings or documents setting forth or revealing such Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at any hearing during discussion of such Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Confidential Information in accordance with the Protective Order.

7. Any party that files with the Board a document containing Confidential Information must simultaneously file with the Board a public version of that document.

8. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

UNDERTAKING

I, _____, have read the Protective Order governing the production and use of Confidential Information of Genesee & Wyoming Inc. ("GWI") in STB Finance Docket No. 35537, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 35537 or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this order and has executed an Undertaking in the form hereof. At the conclusion of this proceeding (including any proceeding on administrative review, judicial review or remand), I will promptly destroy any documents containing or reflecting Confidential Information, other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking, and that GWI shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Dated: _____

Signature: _____

Position: _____

Affiliation: _____